

## **EDUCATION CONSULTANT AGREEMENT**

This Agreement is made at Parul University, Distt. Waghodia, Gujrat, India

Dated: 29<sup>th</sup> April 2021

### **BETWEEN**

**Parul University**, having its campus at Waghodia Gujrat, India, through its **Director** (herein after referred to as “University”)

### **AND**

**UNIVERSITE VIRTUELLE PRIVEE DU GABON** whose registered office is situated at **Ruelle ENSET. BP: 455, Libreville-Gabon** through its Director/CEO/Manager/Authorized Signatory: **Mr. Yann Makobiani** (herein after referred to as “the Education Consultant”)

### **WHEREAS:**

- a) Parul University is recognized by the UGC, the apex body of Government of India, and imparts Higher Education in the field of Nursing, Engineering, Management, Computing, Hotel Management, Health Sciences, Animation & Multimedia, Fashion Design, Architecture, Legal Studies, Fine Arts, etc.
- b) The Education Consultant is engaged in providing information and admissions related services to foreign students seeking admissions in India and has all the requisite approvals to offer these services.
- c) The Education Consultant has expressed its interest to promote the University’s regular programs and provide facilitation services with respect to admission of students from foreign countries (hereinafter referred to as “foreign students”) on non-exclusive basis.

The University & the Education Consultant are hereinafter collectively referred to as “Parties” and individually as “Party”.

### **Clause 1: Duties and Responsibilities of the Education Consultant:**

- 1.1 That the Education Consultant shall comply with the rules, regulations, policies, guidelines and instructions as enforced and/or as issued by the University from time to time.
- 1.2 That the Education Consultant shall be itself responsible to identify the foreign students qualifying for the University's regular programs and shall provide counseling, facilitation, and other services to them. The Education Consultant shall ensure that the updated and complete information about programs and facilities of the University should be provided to the students.
- 1.3 That the Education Consultant shall verify the credentials, certificates and other details of the students as required by the University and shall submit all these details to the University.
- 1.4 That the Education Consultant shall maintain confidentiality and shall not use any of the information, documents, materials and details of and/or acquired from the University under this Agreement for any purpose other than the sole purpose of Education Consultant's performance of its obligations under this Agreement towards the interests and benefit of the University.
- 1.5 That the Education Consultant shall be responsible to facilitate and coordinate the processing of the visa & other related formalities of the foreign students for the purpose of entry & stay in India for study at the University.
- 1.6 That the Education Consultant shall always take care and ensure that no act of Education Consultant should bring harm to the reputation of the University.
- 1.7 That the Education Consultant shall be solely responsible for ensuring compliance of all the civil, criminal and other laws, rules, regulations, guidelines etc. as applicable, of Republic of India & of the foreign country, as in force from time to time. Education Consultant shall also obtain and keep in force all the Licenses, Certificates and Permissions as may be required under the law of land. Education Consultant shall be personally responsible and shall undertake liabilities of all kinds whatever it may be and consequences thereof.
- 1.8 That the Education Consultant shall not accept the Semester Tuition fee or Hostel Fee from the student under any case other than advance fee as permitted by the University. Education Consultant shall guide the student to transfer all such fee directly to the University Accounts.
- 1.9 That the Education Consultant shall be assisting Students to get Police Clearance Certificate (PCC) from the Home Country which is mandatory documents student need to carry while travelling.

### **Clause 2: Rights and Obligations of the University:**

- 2.1 That the University shall provide the Education Consultant with all information required for admission of foreign students that may include brochures, promotional material, admission forms etc. as deemed appropriate for the purpose of this Agreement.
- 2.2 That the University shall provide Provisional Admission letter to the foreign students fulfilling the conditions prescribed by the University and found eligible for admission.
- 2.3 That the University shall provide the relevant documents as required by the foreign students for the purpose of completion of the Visa and immigration formalities for entry & stay in India and study at the University.

### **Clause 3: Relationship between the Parties and limits of authority:**

It is understood that the arrangement between the parties contemplated by this Agreement shall be on a principal-to-principal basis. The Education Consultant has no right or authority to bind the University by any contract or representation whatsoever or to assume any obligation of any third party on behalf of the University. The University shall not be responsible nor shall the Education Consultant have any authority to render the University responsible for any obligation raised

directly or indirectly due to any of the acts performed or non-performed or any default by the Education Consultant or any of its members or its staff and the Education Consultant shall be solely responsible for all such matters & consequences thereof.

#### **Clause 4: Terms of Payment:**

4.1 That the commission payout to the Education Consultant shall be made as under:

##### **For M.O.D.I Programs**

As per the Program fee (Admission – Slab)	Commission per admission (in USD)
100% Scholarship on Program fee Under M.O.D. I	400
Other than MODI Scholarship	500

- 4.2 Students going off campus after arrival or 1st year shall be liable to pay 1500 USD as tuition fee per year, 200 USD for FRRO service & 150 USD for Medical Insurance per year & Sim Card.
- 4.3 That the Commission will be calculated and paid only on the confirmed admissions, after the student has deposited first semester fee and has successfully joined at the University
- 4.4 That the commission amount will be payable one time only and will be paid only after complete verification of student documents and after the lapse of last date of withdrawal of admission.
- 4.5 That the student taking direct admission, by visiting the University Campus and or any other sponsored channel will not be considered for commission to Education Consultant under any case.
- 4.6 That the payment will be made only for those students who have been referred and counseled by the Education Consultant and payment will be through the registered Bank Account details of the Education Consultant, as mentioned in the official Invoice/Bill for commission claim.
- 4.7 That where there are more than one registered Education Consultants in a single country, the first Education Consultant who has entered the admission enquiry in online Admission Portal, will get the benefit of Commission Payout, even if the student take admission through other Education Consultant in the same country.
- 4.8 That the Education Consultant, who has entered online admission enquiry, will also get the commission benefit if the same enquiry-student takes direct admission and/or deposits advance fee directly to the University.
- 4.9 That full Commission as per the slabs mentioned above (4.1) will be applicable for the admissions sourced from the Education Consultant.
- 4.10 That in case there is any student whose fee is unpaid/balance/pending, the commission for such student will not be calculated/released until the First Semester Fee (both Tuition Fee as well as Hostel Fee) is paid by the student.
- 4.11 That 50% of commission to the Education Consultant shall be deducted by the University at the time of Commission Calculation, if the student does not report at the University or denies the admission at later stage due to any reason.

### **Clause 5: Term and Termination**

- 5.1 That this Agreement shall be valid for a period of **One Year** from **29/04/2021 to 28/04/2022** and shall be effective signing date unless otherwise renewed, cancelled or terminated as provided for in this Agreement.
- 5.2 That either party may terminate this agreement after giving a notice of 30 days to the other party. However, such termination of the agreement does not absolve the incumbent of the liability of Education Consultant unless otherwise agreed by University. Any money spent by the University to promote the Education Consultant by way of advertisement also needs to be refunded by Education Consultant to the University in such cases.
- 5.3 That the University shall be entitled to terminate this Agreement immediately if at any stage it comes to the knowledge of the University that Education Consultant is engaged in any false, misleading or contravening any of the Education Consultant's obligations under this agreement.
- 5.4 That the Education Consultant is registered in a country out of India is not having his company head office/ branch office/ representative office in India for offering admission related guidance to foreign student.**
- 5.5 Upon expiry or termination of this Agreement, for any reason, all rights of Education Consultant under this Agreement shall stand terminated and the Education Consultant shall immediately comply with the following:
- a) Stop admitting students for University.
  - b) Stop the usage of information and materials supplied by University.
  - c) Remove all signage, design and other material associated with University.

### **Clause 6: Indemnification:**

The Education Consultant hereby indemnifies and shall keep indemnified at all times the University and hold the University harmless against all proceedings and actions.

### **Clause 7: Disputes Resolution**

In the event of any controversy, dispute or difference arising out or in connection with or in relation to this Agreement, the same shall be resolved amicably by the Parties hereto. In case of failure to resolve the controversy, dispute or difference, in an amicable manner, the same shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration award shall be final and binding on the Parties. The language of the arbitration proceeding shall be English.

### **Clause 8: Governing Law and Jurisdiction:**

This Agreement shall be construed as having been executed in Vadodara, Gujarat, India. Both the Parties hereby consents that all the lawful, civil & other competent authorities and Courts of law.

## Clause 9: Miscellaneous and General:

- 9.1 Variations:** The University reserves the right at all times to add/ amend, delete or modify any provisions contained in this Agreement after mutual consent with the Education Consultant.
- 9.2 Unforeseen issues:** That for any unforeseen issues arising, that are not covered by this Agreement, the decision of University shall be final and binding on all concerned.

IN THE WITNESS HEREOF, the parties hereto have caused this Agreement to be duly signed and executed in English Language by their Authorized Officers or Representatives on the date above written:

### PARTIES



Mr. Yann Makobiani  
Universite Virtuelle Privee Du Gabon  
Libreville-Gabon



Mr. Dhaval Gaud  
Director, ISAC, Parul University  
Waghodia, Gujrat- India  
**Director**

**Marketing Operations & Business Development**  
**Parul University, Vadodara, Gujarat.**

Witness: 1. Laurelle BAKADI

Witness: 1. Shivani Vadera

2. Alida TABAGA

Dated: 29/04/2021

Place: Libreville - Gabon